

Contract Number K1549

for

**Trucking Consortium/ Third Party
Administrator**

between the

Washington State

Department of Transportation

and

Emerald Consulting Services LLC

Effective Date: 02/24/2023

Table of Contents

1.	Definition of Terms.....	1
2.	Term.....	3
3.	Survivorship.....	3
4.	Pricing.....	4
5.	Miscellaneous Expenses.....	4
6.	Advance Payment Prohibited.....	4
7.	Statewide Vendor Status.....	4
8.	Taxes.....	5
9.	Invoice and Payment.....	5
10.	Duplicate Payment.....	6
11.	Overpayments to Vendor.....	6
12.	Site Security.....	6
13.	Vendor Commitments, Warranties and Representations.....	6
14.	Protection of WSDOT’s Confidential Information.....	6
15.	Legal Notices.....	7
16.	WSDOT Project Manager.....	8
17.	Vendor Account Manager.....	8
18.	Section Headings, Incorporated Documents and Order of Precedence.....	8
19.	Conformity.....	9
20.	Entire Agreement.....	9
21.	Conflict.....	9
22.	Authority for Modifications and Amendments.....	9
23.	Independent Status of Vendor.....	9
24.	Governing Law.....	9
25.	Assignment.....	9
26.	Publicity.....	10
27.	Review of Vendor’s Records.....	10
28.	Right of Inspection.....	11
29.	COVID-19 Vaccination Declaration.....	11
30.	Patent and Copyright Indemnification.....	11
31.	Save Harmless.....	11
32.	Insurance.....	11
33.	Compliance with Civil Rights Laws.....	13
34.	Executive Order 18-03 – Workers’ Rights.....	13
35.	No Wage Violations.....	13
36.	Severability.....	13
37.	Waiver.....	13
38.	Vendor’s Proprietary Information.....	13
39.	Disputes.....	14
40.	Attorneys’ Fees and Costs.....	14
41.	Non-Exclusive Remedies.....	14
42.	Failure to Perform.....	15
43.	Limitation of Liability.....	15
44.	Termination for Default.....	15
45.	Termination for Convenience.....	16

46.	Termination for Withdrawal of Authority	16
47.	Termination for Non-Allocation of Funds	16
48.	Termination for Conflict of Interest	16
49.	Termination Procedure.....	16
50.	Authority to Bind	18
51.	Counterparts	18
52.	Electronic Signatures	18

Exhibit A - Statement of Work and Authorized Product and Price List

Appendix A - Executive Order 18-03 – Workers’ Rights Certification

Appendix B - Wage Theft Prevention – Responsible Vendor Criteria Certification

CONTRACT NUMBER K1549

for

[Trucking Consortium/Third Party Administrator]

PARTIES

This Contract (“Contract”) is entered into by and between the state of Washington, acting by and through the Department of Transportation, an agency of Washington State government (WSDOT) located at 310 Maple Park Ave, Olympia, WA 98504, and [Emerald Consulting Services LLC], a Limited Liability Corporation licensed to conduct business in the state of Washington, [Emerald Consulting Services LLC], located at [16626 SE Lake Holm RD Auburn, WA 98092] for the purpose of creating a new Trucking Consortium/Third Party Administrator.

RECITALS

The state of Washington, acting by and through the Department of Transportation, issued an Intent to Sole Source (SS-2023-0223) regarding a legislatively mandated Trucking Consortium that would allow for a Consortium/Third Party Administrator to pool the resources of DBE certified trucking companies and to create a trucking rotation in accordance with its authority under Chapter 39.26.140 RCW.

The provisions of Chapter 39.26.140 RCW require the agency to file this Sole Source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

WHEREAS, the VENDOR possesses the necessary expertise and qualifications to provide this services;

WHEREAS, WSDOT does not have sufficient staffing to conduct these services; and

WHEREAS, the VENDOR has signified willingness to perform these services.

WSDOT has determined that entering into a Contract with [Emerald Consulting Services LLC] will meet WSDOT’s needs and will be in WSDOT’s best interest.

NOW THEREFORE, WSDOT awards to [Emerald Consulting Services LLC] this Professional Services Contract, the terms and conditions of which shall govern Vendor’s furnishing to WSDOT’s [Trucking Consortium]. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

“**Business Days and Hours**” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“**Confidential Information**” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-

mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data.

“Contract” shall mean this document, all schedules and exhibits, Statements of Work, and all amendments hereto.

“Department” shall mean the same as WSDOT.

“Disadvantaged Business Enterprise” or **“DBE”** shall mean a for-profit small business where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.

“Effective Date” shall mean the first date this Contract is in full force and effect.

“Exhibit A” shall mean the Statement of Work that lists all applicable contracted Services and any other applicable terms and conditions as agreed to by the parties within the scope of this Contract.

“Price” shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

“Product(s)” shall mean any Vendor-supplied equipment, Software, and documentation.

“Professional Services” means labor, work, analysis, or similar activities provided by a vendor to accomplish a specific scope of work, per RCW 39.26.

“Proprietary Information” shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“RCW” shall mean the Revised Code of Washington.

“Specifications” shall mean the technical and other specifications set forth in the Statement of Work, Exhibit A.

“State of Washington” Unless otherwise restricted, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 23.B.10.029.

“Statement of Work” or **“SOW”** shall mean a separate statement of the work to be accomplished by Vendor under the terms and conditions of this Contract.

“Vendor” shall mean Emerald Consulting Services LLC, its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

“Vendor Account Manager” shall mean a representative of Vendor who is assigned as the primary contact person whom the WSDOT Project Manager shall work with for the duration of this Contract and as further defined in the section titled **Vendor Account Manager**.

“Vendor Contracting Officer” shall mean a representative of Vendor, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this

Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“**WSDOT**” shall mean the state of Washington, *Department of Transportation*, any division, section, office, unit, or other entity of WSDOT or any of the officers or other officials lawfully representing WSDOT.

“**WSDOT Contract Administrator**” shall mean that WSDOT employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“**WSDOT Contracting Officer**” shall mean the WSDOT contracting officer or the person to whom signature authority has been delegated in writing. The term includes, except as otherwise provided in the contract, an authorized representative of the WSDOT Contracting Officer acting within the limits of his/her authority.

“**WSDOT Project Manager**” shall mean the WSDOT employee designated to manage and provide oversight of the day-to-day activities under this Contract. The WSDOT Project Manager shall be the primary contact with Vendor concerning Vendor’s performance under this Contract; Provided that, the WSDOT Project Manager does not have authority to accept legal notices on behalf of WSDOT or amend this Contract.

Contract Term

2. Term

2.1. The term of this Contract shall commence upon the Effective Date and will be in effect through June 30, 2025.

2.2. This Contract’s term may be extended by two (2) additional, two (2) year terms provided that the extensions be at WSDOT’s option and shall be effected by WSDOT giving written notice of its intent to extend this Contract to Vendor not less than thirty (30) calendar days prior to the expiration of the then-current term.

2.3. The total term of this Contract shall not exceed six (6) years. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

3. Survivorship

3.1. All license and purchase transactions executed, and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices, and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

3.2. In addition, the terms of the sections titled **Overpayments to Vendor; Ownership/Rights in Data; Vendor’s Commitments, Warranties and Representations; Protection of WSDOT’s Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Vendor’s Records; Patent and Copyright Indemnification; Vendor’s Proprietary Information; Disputes; and Limitation of Liability** shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing

- 4.1. This contract shall not exceed seven hundred fifty thousand dollars (\$750,000).
- 4.2. Vendor agrees to provide the Services set forth in Schedule A to this Contract. Except as otherwise set out in a Schedule, no other Prices shall be charged by Vendor for implementation of Services.
- 4.3. Prices may not be increased during the initial term of the Contract.
- 4.4. If Vendor reduces its Prices for any of the Services during the term of this Contract, WSDOT shall have the immediate benefit of such lower Prices for new purchases. Vendor shall send notice to the WSDOT Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect.
- 4.5. Vendor agrees all the prices, terms, warranties, and benefits provided in this contract are comparable to or better than the terms presently being offered by the Vendor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this contract, the Vendor enters into contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this contract, the Vendor is obligated to provide the same to purchasers for subsequent purchases.
- 4.6. At least sixty (60) calendar days before the end of the then-current term of this Contract, Vendor may propose Service rate increases by written notice to WSDOT Contract Administrator.
- 4.7. Proposed price adjustments shall be no greater than the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, Services, Seattle-Tacoma-Bellevue, WA posted on the U.S. Bureau of Labor Statistics.
- 4.8. The maximum allowable price adjustment will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June); and each January through June six month average thereafter.
- 4.9. No retroactive contract price increase adjustments will be allowed.

5. Miscellaneous Expenses

- 5.1. Expenses related to day-to-day contract performance (including but not limited to, travel, lodging, meals, and incidentals) shall be reimbursed to the Vendor according to the rates of the State Administrative and Accounting Manual (SAAM).

6. Advance Payment Prohibited

- 6.1. No advance payment shall be made for Services furnished by Vendor pursuant to this Contract.

7. Statewide Vendor Status

- 7.1. Vendor shall have completed registration with the Washington State Office of Financial Management (OFM) to become a statewide vendor number within ten (10) business days of notification of contract award.

8. Taxes

8.1. WSDOT will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Vendor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. WSDOT, as an agency of Washington State government, is exempt from property tax.

8.2. Vendor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

8.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.

8.4. All Services or Equipment that shall be installed or performed on any Washington State Ferry Vessel is exempt from Retail Sales Tax as specified under RCW 82.08.0285 and are exempt from Use Tax as specified under RCW 82.12.0279.

9. Invoice and Payment

9.1. Vendor shall submit invoices for Services, in writing, to the following:

State of Washington
Department of Transportation
Attn: Michael Carpenter
PO Box 47614
Olympia, WA 98504 -7314
Email: Carpenm@wsdot.wa.gov

9.2. Invoices shall provide and itemize, as applicable:

- a) WSDOT Contract number [K1549]
- b) Vendor name, address, phone number, and Federal Tax Identification Number;
- c) Description of Services provided;
- d) Date(s) that Services were provided
- e) Vendor's Price for Services
- f) Net invoice Price for each Service;
- g) Applicable taxes (WSF Vessels exempt);
- h) Total invoice Price; and
- i) Payment terms including any available prompt payment discounts.

9.3. Payments shall be due and payable within thirty (30) calendar days after receipt of Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later. Incorrect or incomplete invoices will be returned by WSDOT to Vendor for correction and reissue.

9.4. WSDOT shall not honor drafts, nor accept goods on a sight draft basis.

9.5. Any claim for payment as a result of costs incurred between July 1, and June 30, each year shall be submitted to WSDOT no later than June 15, each year WSDOT may not pay claims received after this date.

9.6. If WSDOT fails to make timely payment, per RCW 39.76.010, Vendor may invoice WSDOT one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Vendor's bank account or if a check or warrant is postmarked within thirty (30) calendar days of acceptance of the Services or receipt of Vendor's properly prepared invoice, whichever is later.

10. Duplicate Payment

10.1. WSDOT shall not pay the Vendor, if the Vendor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

11. Overpayments to Vendor

11.1. Vendor shall refund to WSDOT the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, WSDOT may charge Vendor one percent (1%) per month on the amount due, until paid in full.

Vendor's Responsibilities

12. Site Security

12.1. While on WSDOT's premises, Vendor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations. Vendors are responsible for their customer support and engineers' actions and for any misconduct.

13. Vendor Commitments, Warranties and Representations

13.1. Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and shall render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to WSDOT.

14. Protection of WSDOT's Confidential Information

14.1. Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WSDOT's express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by WSDOT. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Should any confidential information received in the performance of this contract be breached, disclosure shall be made in accordance with RCW 19.255.010 and RCW 42.56.590.

14.2. Immediately upon expiration or termination of this Contract, Vendor shall, at WSDOT's option: (i) certify to WSDOT that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to WSDOT; or (iii) take whatever other steps WSDOT requires of Vendor to protect WSDOT's Confidential Information.

14.3. WSDOT reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Contract Administration

15. Legal Notices

15.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid *certified mail, return receipt requested, or by electronic mail*, to the parties at the addresses *and, e-mail addresses* provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be "in writing" or "written" to an extent no less than if it were in paper form.

To Vendor at:

[Emerald Consulting Services LLC]

Attn: [Mary Lerdahl]
16626 SE Lake Holm RD
Auburn, WA 98092

Phone 206-817-0290

Fax: [N/A]

E-mail: [Mary@EmeraldConsultingWa.com]

To WSDOT at:

State of Washington
Department of Transportation
Attn: Administrative Contracts
7345 Linderson Way SW
Tumwater, WA 98501-6504

PO Box 47408
Olympia, WA 98504-7408

Phone: 360-705-7547

Fax: 360-705-6842

E-mail:

AdminContracts@wsdot.wa.gov
KirschC@wsdot.wa.gov

15.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above. Any notice may be given by facsimile (except notice of legal process), and Disaster Declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within twenty-four (24) hours thereafter.

15.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Vendor or WSDOT, such party agrees to notify the other party in the most expeditious fashion possible

following receipt of such subpoena or other legal process. Vendor and WSDOT further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

16. WSDOT Project Manager

16.1. WSDOT shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. WSDOT Project Manager will be the principal contact for Vendor concerning business activities under this Contract. WSDOT shall notify Vendor, in writing, when there is a new WSDOT Project Manager assigned to this Contract. The WSDOT Project Manager information is:

WSDOT Project Manager:	Michael Carpenter
Address:	PO Box 47314 Olympia, WA 98504-7314
Phone:	360-705-6864
E-mail:	CarpenM@wsdot.wa.gov

17. Vendor Account Manager

17.1. Vendor shall appoint an Account Manager for WSDOT's account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor's Account Manager will be the principal point of contact for WSDOT concerning Vendor's performance under this Contract. Vendor shall notify WSDOT Contract Administrator and WSDOT Project Manager, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager:	Mary Lerdahl
Address:	16626 SE Lake Holm Rd Auburn, WA 98092
Phone:	206-817-0290
Fax:	N/A
E-mail:	Mary@EmeraldConsultingWa.com

18. Section Headings, Incorporated Documents and Order of Precedence

18.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

18.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a) Schedule A (including any successor Schedules as applicable)
- b) The terms and conditions contained on WSDOT's purchase documents, if used; and All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations, and any other supporting materials Vendor made available to WSDOT and used to effect the sale of Services to WSDOT.

18.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

- a) Applicable federal and state statutes, laws, and regulations;
- b) Sections of this Contract
- c) Addenda to this Contract, if applicable
- d) Any SOW entered into pursuant to this Contract;

- e) The terms and conditions contained on WSDOT's order documents, if used; and
- f) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations, and any other supporting materials Vendor made available to WSDOT and used to effect the sale of Services to WSDOT.

19. Conformity

19.1. If any provision of the contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

20. Entire Agreement

20.1. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract, or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

21. Conflict

21.1. To the extent possible, the terms of the contract must be read consistently.

22. Authority for Modifications and Amendments

22.1. No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract or any SOW under this Contract shall be effective or binding unless it is in writing and signed by WSDOT and Vendor Contracting Officers.

22.2. Only WSDOT Contract Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract or SOW on behalf of WSDOT. However, changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

23. Independent Status of Vendor

23.1. In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

24. Governing Law

24.1. This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for *Thurston* County, Washington.

25. Assignment

25.1. With the prior written consent of WSDOT Contract Administrator, which consent shall not be unreasonably withheld, Vendor may assign this Contract including the proceeds hereof,

provided that such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to WSDOT that may arise from any breach of the sections of this Contract, Statements of Work, or warranties made herein including but not limited to, rights of setoff.

25.2. WSDOT may assign this Contract or Statements of Work to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve WSDOT of any of its duties and obligations hereunder.

26. Publicity

26.1. The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by WSDOT and shall not be so construed by Vendor in any advertising or other publicity materials.

26.2. Vendor agrees to submit to WSDOT, all advertising, sales promotion, and other publicity materials relating to this Contract and Services furnished by Vendor wherein WSDOT's name is mentioned, language is used, or Internet links are provided from which the connection of WSDOT's name therewith may, in WSDOT's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of WSDOT *prior* to such use.

27. Review of Vendor's Records

27.1. Vendor and its Subcontractors shall maintain books, records, documents, and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection, and use of WSDOT's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

27.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the WSDOT's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation, or contract, when applicable, at no additional cost to the State. During this Contract's term, Vendor shall provide access to these items within *Thurston* County. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors.

27.3. Vendor shall incorporate in its subcontracts this section's records retention and review requirements.

27.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from WSDOT's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

28. Right of Inspection

28.1. Vendor shall provide right of access to its facilities to WSDOT, or any of WSDOT's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

General Provisions

29. COVID-19 Vaccination Declaration

29.1. To continue to address the spread of COVID-19, on 10/31/22, the Washington State Secretary of Transportation directed that the original vaccination requirements are to remain in place. While the original proclamation ended, agencies have the authority to make their own determinations related to the original Proclamation. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

30. Patent and Copyright Indemnification

30.1. Vendor shall indemnify and hold harmless WSDOT against any claims, actions, damages, losses, or liabilities to the extent arising from infringement of any U.S. patent, copyright or other proprietary right resulting from WSDOT' use of intellectual property developed or owned by Vendor and used to provide the Services. In addition to indemnify WSDOT in accordance with the foregoing sentence, Vendor shall make the Services non-infringing or arrange for WSDOT' continued use of the Services, provided that, if both of the foregoing options are commercially impracticable for Vendor, then upon written notice to WSDOT, Vendor may cancel the affected portion of the Services and refund to WSDOT any prepaid fees for such Services_ With respect to intellectual property of third parties that is used by Vendor to provide the Services, Vendor will, to the extent possible, provide to WSDOT the full benefit of all applicable warranties and indemnities granted to Vendor by such third parties.

31. Save Harmless

31.1. Vendor shall defend, indemnify, and save WSDOT harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful, or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Vendor's obligations to defend, indemnify, and save WSDOT harmless shall not be eliminated or reduced by any alleged concurrent WSDOT negligence.

32. Insurance

Vendor will provide current insurance information for your evaluation under separate cover.

32.1. Vendor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of

Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to WSDOT within one (1) Business Day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at WSDOT's sole option, result in this Contract's termination.

- 32.2. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and professional injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
 - c) Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- 32.3. Vendor shall pay premiums on all insurance policies. Such insurance policies shall name WSDOT as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number K1522 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to WSDOT by the insurer.
- 32.4. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 32.5. Vendor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.
- 32.6. Vendor shall furnish to WSDOT copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at WSDOT's sole option, result in this Contract's termination.
- 32.7. By requiring insurance herein, WSDOT does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to WSDOT in this Contract.

33. Compliance with Civil Rights Laws

33.1. During the performance of this Contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Vendor may be declared ineligible for further contracts with WSDOT.

34. Executive Order 18-03 – Workers' Rights

34.1. By Vendor signing Appendix A, Workers' Rights Certification, Vendor certifies compliance with the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Transportation is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

35. No Wage Violations

35.1. By Vendor signing Appendix B, Wage Theft Prevention Certification, VENDOR represents and warrants that neither it nor its principals or affiliates have within three (3) years prior to the Effective Date been determined, by a final order of the Washington Department of Labor and Industries or a court of competent jurisdiction, to be in willful violation of State wage laws.

36. Severability

36.1. If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

37. Waiver

37.1. Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

38. Vendor's Proprietary Information

38.1. Vendor acknowledges that WSDOT is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.56 RCW, WSDOT shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, WSDOT will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

Disputes and Remedies

39. Disputes

39.1. In the event a bona fide dispute concerning a question of fact arises between WSDOT and Vendor and it cannot be resolved between the WSDOT Project Manager and the Vendor Account Manager, or by the WSDOT Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

39.2 The following individuals are the Designated Representatives for the purpose of resolving disputes that cannot be resolved between WSDOT Project Manager and the Vendor Account Manager.

- (1). WSDOT Contracting Officer
- (2). Vendor Contracting Officer

39.3. The WSDOT Contracting Officer and the Vendor Contracting Officer shall confer to resolve disputes that arise under this Agreement as requested by the either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

39.4 In the event the Designated Representatives are unable to resolve the dispute, then either party may institute a legal action in the county of Thurston, state of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

39.5. WSDOT and Vendor agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

39.6. If the subject of the dispute is the amount due and payable by WSDOT for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided WSDOT pays Vendor the amount WSDOT, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

40. Attorneys' Fees and Costs

40.1. If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

40.2. In the event that the parties engage in arbitration, mediation, or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

41. Non-Exclusive Remedies

41.1. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

42. Failure to Perform

42.1. If Vendor fails to perform any substantial obligation under this Contract, WSDOT shall give Vendor written notice of such Failure to Perform. If after *thirty (30)* calendar days from the date of the written notice Vendor still has not performed, then WSDOT may withhold all monies due and payable to Vendor, without penalty to WSDOT, until such Failure to Perform is cured or otherwise resolved.

43. Limitation of Liability

43.1. The parties agree that neither Vendor nor WSDOT shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to breach of an obligation with respect to confidentiality or publicity, bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **Termination for Default** and **Review of Vendor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

43.2. Neither Vendor nor WSDOT shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor or WSDOT. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than WSDOT acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, WSDOT, or their respective Subcontractors.

43.3. If delays are caused by a Subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.

43.4. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

44. Termination for Default

44.1. If either WSDOT or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within *thirty (30) calendar days* or as otherwise mutually agreed in writing. If such breach is not capable of cure within thirty (30) days, Vendor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party.

44.2. In the event of termination of this Contract by WSDOT, WSDOT shall have the right to procure the Services that are the subject of this Contract on the open market and Vendor shall be liable for all damages, including, but not limited to: (i) the cost difference between the

original Contract price for the Services and the replacement costs of such Services acquired from another Vendor; (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs;. WSDOT shall have the right to deduct from any monies due to Vendor, or that thereafter become due, an amount for damages that Vendor will owe WSDOT for Vendor's default.

44.3. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

45. Termination for Convenience

45.1. WSDOT Contract Administrator may terminate this Contract, including all Statement(s) of Work, in whole or in part, by *thirty (30) calendar days* written notice to Vendor. If this Contract is so terminated, WSDOT is liable only for payments required by the terms of this Contract or any SOW for Services received and accepted by WSDOT prior to the effective date of termination.

46. Termination for Withdrawal of Authority

46.1. In the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, WSDOT may terminate this Contract by *seven (7) calendar days* written notice to Vendor. No penalty shall accrue to WSDOT in the event this section shall be exercised. This section shall not be construed to permit WSDOT to terminate this Contract in order to acquire similar Services from a third party.

47. Termination for Non-Allocation of Funds

47.1. If funds are not allocated to WSDOT to continue this Contract in any future period, WSDOT may terminate this Contract by *seven (7) calendar days* written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. WSDOT will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period WSDOT agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to WSDOT in the event this section shall be exercised. This section shall not be construed to permit WSDOT to terminate this Contract in order to acquire similar Services from a third party.

48. Termination for Conflict of Interest

48.1. WSDOT may terminate this Contract by written notice to Vendor if WSDOT determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, WSDOT shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Contract.

49. Termination Procedure

49.1. In addition to the procedures set forth below, if WSDOT terminates this Contract, Vendor shall follow any procedures WSDOT specifies in WSDOT's Notice of Termination.

49.2. Upon termination of this Contract, WSDOT, in addition to any other rights provided in this Contract, may require Vendor to deliver to WSDOT any property; specifically

produced or acquired for the performance of such part of this Contract as has been terminated.

49.3. Unless otherwise provided herein, WSDOT shall pay to Vendor the agreed-upon Price, if separately stated, for the Services received by WSDOT, provided that in no event shall WSDOT pay to Vendor an amount greater than Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. WSDOT may withhold from any amounts due Vendor such sum as WSDOT determines to be necessary to protect WSDOT from potential loss or liability. Vendor shall pay amounts due WSDOT as the result of termination within thirty (30) calendar days of notice of the amounts due. If Vendor fails to make timely payment, WSDOT may charge interest on the amounts due at one percent (1%) per month until paid in full.

Contract Execution

50. Authority to Bind

50.1 The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

51. Counterparts

51.1. This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

51.2. Only those persons with authority to bind the parties may sign the Contract.

52. Electronic Signatures

52.1. A signed copy of this Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved

Washington State

Department of Transportation

Approved

[Emerald Consulting Services LLC]

Signature

Erik Jonson, Technical Services Director

Print Name and Title

Date

Signature

Print Name and Title

Date

Exhibit A
Statement of Work
and
Authorized Product and Price List

Emerald Consulting Services LLC is authorized to sell **only the Products identified in this Schedule A at the Prices set forth in this Exhibit A** under this Contract.

Exhibit A				
Statement of Work /Cost Model				
<p>In order to meet the demand for trucking services for WSDOT on various highway construction projects while helping to build the capacity of certified Disadvantaged Business Enterprise (DBE) trucking firms, Emerald Consulting Services, LLC (Emerald) will develop a Trucking Consortium (Consortium) that will allow for several DBE trucking firms to operate within the framework of the Consortium utilizing a rotation method to pursue and perform trucking services on WSDOT projects statewide.</p> <p>The Consortium will be a separate, non-profit legal entity that will competitively bid on WSDOT projects funded with both state and/or federal funding in accordance with 49 CFR Part 26 and RCW 39.19 to ensure 100 percent credit is given for participation. Results will be tracked using a uniform system to include bid pursuits, published bid results data and trucking services performed by each individual DBE trucking firm in the rotation for a particular project.</p>				
Work Elements	SERVICE DESCRIPTIONS	Estimated Hours	Hourly Rate	Subtotal
1	<p>Develop Legal Framework – Develop a legal framework for the formation and legal registrations of Consortium non-profit corporation. Emerald will develop a multi-year Consortium Agreement</p> <ul style="list-style-type: none"> Emerald will engage outside legal services to assist in this effort 	670	\$350	\$234,500
2	<p>Create Organization/Managing & Oversight – Provide senior management consulting services as needed to ensure a successful start-up of the Consortium.</p> <p>Emerald will create an organization chart and job descriptions with estimated salary requirements for the anticipated initial positions of estimator, dispatcher, and the admin necessary for operation of the Consortium on a day-to-day basis along with an initial operating budget. Emerald will create a management and business structure able to sustain multi-year viability. Emerald will create a rotating trucking dispatch system including administration.</p>	485	\$350	\$169,750

3	<p>Develop Bidding Process/Estimating - Emerald will develop methodology and training around bidding and estimating practices for the Consortium to include bidding strategy and communication between the Consortium members and the general contracting community.</p> <p>Emerald will develop a uniform tracking system to be used by the Consortium with the data to be shared with WSDOT and the members of the Consortium.</p> <ul style="list-style-type: none"> • System output will be developed in conjunction with WSDOT • System will be supported by Consortium members • All necessary training will be provided to Consortium members • Consultant Will engage outside IT firm(s) 	692	\$250	\$173,000
4	<p>Stakeholder Engagement/Outreach & Recruitment - Emerald will engage with the statewide DBE trucking community with outreach to include in-person presentations, webinars, and one-on-one outreach with various DBE trucking firms in WSDOT regions to ensure maximum participation in the Consortium.</p> <p>Emerald will engage with community organizations and industry association groups to inform and promote the Consortium and its' services and capabilities.</p> <p>Guidelines for consortium participation will be developed in conjunction with WSDOT.</p>	691	\$250	\$172,750
Ongoing	<p>Deliverables- Quarterly</p> <ul style="list-style-type: none"> • Quarterly status reports detailing progress made, and next steps, • toward program development including: • Legal Framework for a Trucking Consortium • Organizational chart with job descriptions and salary structures for employees • Operational Budget • A functioning uniform tracking system that provides the data necessary for WSDOT oversight and Consortium Participants <p>Monthly</p> <ul style="list-style-type: none"> • Monthly reports including status on each of the work elements • Monthly invoices <p>Upon Contract Completion</p> <ul style="list-style-type: none"> • Legal Framework for a Trucking Consortium • A finalized Consortium agreement • Organizational chart with job descriptions and salary structures for employees • Operational Budget • o A functioning uniform tracking system 	Included	Included	Included
Sub total				\$750,000
TOTAL COSTS				\$750,000

APPENDIX A

VENDOR CERTIFICATION EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS WASHINGTON STATE GOODS & SERVICES CONTRACTS

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Transportation is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Vendor – Print full legal entity name of firm

By: _____	_____
Signature of authorized person	Print Name of person making certifications for firm
Title: _____	Place: _____
Title of person signing certificate	Print city and state where signed
Date: _____	

APPENDIX B

VENDOR CERTIFICATION WAGE THEFT PREVENTION – RESPONSIBLE VENDOR CRITERIA WASHINGTON STATE GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the bidder has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the below certification is true and correct and that I am authorized to make the following certification on behalf of the firm listed herein.

CERTIFICATION:

This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-stated Request for Proposal Release Date.

FIRM NAME: _____
Name of Vendor – Print full legal entity name of firm

By: _____	_____
Signature of authorized person	Print Name of person making certifications for firm
Title: _____	
Title of person signing certificate	Place: _____
Date: _____	Print city and state where signed